

HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

WENDY MAGUIRE, an individual,

Plaintiff,

v.

ECO SCIENCE SOLUTIONS, INC., a Nevada corporation; GA-DU CORPORATION, a Nevada corporation, and MICHAEL ROUNTREE, an individual; L. JOHN LEWIS, an individual; DON TAYLOR, an individual; JEFFERY TAYLOR; an individual; and JOHN DOE, #1-5, individuals,

Defendants.

NO. 2:18-CV-01301-RSL

PLAINTIFF'S FIRST AMENDED  
COMPLAINT

JURY DEMAND

Plaintiff Wendy Maguire, through her attorneys of record, Cairncross & Hempelmann, P.S., by way of Complaint against Defendants ECO SCIENCE SOLUTIONS, INC., GA-DU CORPORATION, MICHAEL ROUNTREE, L. JOHN LEWIS, DON TAYLOR, JEFFERY TAYLOR, AND JOHN DOE, #1-5 (collectively, "Defendants"), alleges as follows:

**I. PARTIES**

1. Plaintiff Wendy Maguire is, and at all times relevant to this Complaint was, a resident of King County, Washington.

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CAIRNCROSS & HEMPELMANN, P.S.  
ATTORNEYS AT LAW  
524 Second Avenue, Suite 500  
Seattle, Washington 98104-2323  
office 206 587 0700 fax 206 587 2308

1           2.       Defendant Eco Science Solutions, Inc. (“ESSI”) is, and at all times relevant to this  
2 Complaint was, a Nevada for profit corporation, with its principal place of business in Hawaii,  
3 and actively engaged in and conducting business in Washington.

4           3.       Defendant Ga-Du Corporation (“Ga-Du”) is, and at all times relevant to this  
5 Complaint was, a Nevada for profit corporation, with its principal place of business in Salt Lake  
6 City, Utah, and actively engaged in and conducting business in Washington.

7           4.       Defendant Michael Rountree is, and at all times relevant to this Complaint was,  
8 the Chief Operations Officer (“COO”) of ESSI and oversees operations for ESSI’s subsidiary,  
9 Ga-Du. Upon information and belief, Defendant Rountree is a resident of Orange County,  
10 California.

11           5.       Defendant L. John Lewis is, and at all times relevant to this Complaint was, the  
12 Chief Executive Officer (“CEO”) of ESSI’s subsidiary, Ga-Du. Upon information and belief,  
13 Defendant Lewis is a resident of Salt Lake City, Utah.

14           6.       Defendant Don Taylor is, and at all times relevant to this Complaint was, the  
15 Chief Financial Officer (“CFO”) of ESSI. Upon information and belief, Don Taylor is a resident  
16 of Haiku, Hawaii.

17           7.       Defendant Jeffery Taylor is, and at all times relevant to this Complaint was, the  
18 CEO of ESSI. Upon information and belief, Jeffery Taylor is a resident of Haiku, Hawaii.

19           8.       Defendants John Doe, #1-5 are the unidentified corporate officers or agents of  
20 Defendants ESSI and/or Ga-Du Corporation who participated in the decision to unlawfully  
21 withhold Mrs. Maguire’s salary.  
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**II. JURISDICTION & VENUE**

9. This Court has jurisdiction under 28 U.S.C. § 1331 (federal question jurisdiction) over the subject matter of Mrs. Maguire's FLSA claim because this claim arises under federal law.

10. This Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over the subject matter of Mrs. Maguire's state law claims because they arise under the same case or controversy as Mrs. Maguire's federal claim.

11. This Court also has jurisdiction under 28 U.S.C. § 1332 (diversity jurisdiction) over the subject matter of Mrs. Maguire's claims because the Parties are diverse and Mrs. Maguire's claims for damage exceed \$75,000.

12. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391 *et seq.* because the events giving rise to the claims asserted occurred in King County, Washington, which is within the Western District of Washington, at Seattle.

13. Mrs. Maguire respectfully demands a trial by jury for her claims, pursuant to LCR 38(b).

**III. FACTS**

14. In or about April 2017, Mrs. Maguire co-founded a bank, Ga-Du, with her colleague Andrew Tucker and invited in two additional partners, Defendant L. John Lewis and Dante Jones.

15. Several months later, in June 2017, ESSI acquired Ga-Du, and Ga-Du Corporation became a wholly owned subsidiary of ESSI.

16. As part of that acquisition, ESSI agreed to hire several members of the Ga-Du management team as employees of the new company, including Mrs. Maguire and Mr. Tucker.

1           17.     On June 21, 2017, Ga-Du and ESSI executed an Employment Agreement with  
2 Mrs. Maguire for Mrs. Maguire to serve as Ga-Du's Vice President of Business Development.

3           18.     Pursuant to that Agreement, Maguire would be entitled to an annual salary of  
4 \$120,000, in addition to stock options and other benefits.

5           19.     Upon information and belief, Defendants knew at the time they offered Mrs.  
6 Maguire her Employment Agreement that they would not pay her salary until ESSI or Ga-Du  
7 began generating significant revenues. This fact was not disclosed to Mrs. Maguire.

8           20.     Between June 2017 and December 2018, Mrs. Maguire worked on behalf of ESSI  
9 and Ga-Du to prepare various business plans for Ga-Du, generate business opportunities in the  
10 greater Seattle area for both Ga-Du and ESSI, and develop relationships with vendors and  
11 investors.  
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13           21.     As of the date of filing this First Amended Complaint, neither ESSI nor Ga-Du  
14 have paid Mrs. Maguire her wages and she has not received any portion of her accrued annual  
15 salary.  
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17           22.     Mrs. Maguire made several requests to the management members of both ESSI  
18 and Ga-Du that she receive her salary, including but not limited to, on one occasion in April  
19 2018, in which Mrs. Maguire submitted a written request to Defendant Michael Rountree  
20 (ESSI's COO), Gannon Giguere (one of ESSI's owners), and Mr. Tucker, expressing that she  
21 would pursue legal action if they continued to withhold her salary.  
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23           23.     Despite Mrs. Maguire's repeated requests for compensation, ESSI and Ga-Du  
24 have willfully refused to pay Mrs. Maguire the wages she has earned and is entitled to receive.  
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1           24.     Upon information and belief, ESSI's COO and Ga-Du's CEO, Defendants  
2 Michael Rountree and L. John Lewis were the individuals primarily responsible for deciding to  
3 withhold Mrs. Maguire's wages.

4           25.     Upon information and belief, ESSI's CEO and CFO, Defendants Jeffery Taylor  
5 and Don Taylor, also participated in the decision to withhold Mrs. Maguire's wages. According  
6 to sworn declarations submitted by both Defendants, signed on September 3, 2019, both Jeffery  
7 Taylor and Don Taylor directed Defendant Michael Rountree to deny Mrs. Maguire's requests  
8 for payment of her salary.

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10          26.     Upon information and belief, there are other corporate officers or agents of  
11 Defendants ESSI and Ga-Du who participated in the decision to withhold Mrs. Maguire's wages.

12          27.     On August 15, 2018, Mrs. Maguire, by and through her undersigned counsel,  
13 wrote Defendants a Demand Letter, and provided Defendants with an early draft of this subject  
14 Complaint, demanding that she be paid her withheld wages and exemplary damages, so as to  
15 avoid litigation.

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17          28.     On August 24, 2018, Ga-Du's CEO, Defendant L. John Lewis, responded in  
18 writing that ESSI and Ga-Du would not timely pay Mrs. Maguire her wages, and that if Mrs.  
19 Maguire proceeded with a lawsuit against ESSI and Ga-Du, that the company would  
20 counterclaim against Mrs. Maguire for over \$500,000 on legal claims that plainly lacked legal or  
21 factual merit.

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23          29.     Upon information and belief, Defendant Lewis stated these "counterclaims" with  
24 the express purpose of intimidating Mrs. Maguire and discouraging her from pursuing her rights  
25 under state and federal wage law.

1           30.     On August 31, 2018, Mrs. Maguire, by and through her undersigned counsel, filed  
2 this subject lawsuit.

3           31.     Mrs. Maguire continued to work for ESSI and Ga-Du for several months after  
4 filing her Complaint.

5           32.     Through October 2018, Mrs. Maguire continued to work for ESSI and Ga-Du.  
6 She received instructions from Defendant Jeffery Taylor to continue her business development  
7 efforts in Washington and Oregon on behalf of ESSI and Ga-Du.

8           33.     However, a few days after receiving that direction, Mrs. Maguire was ejected  
9 from her Seattle office.

10           34.     Mrs. Maguire asked Defendant Rountree whether she was being terminated.

11           35.     Defendants Lewis and Rountree concluded together that they would respond that  
12 they were not aware of work Mrs. Maguire had started, and that, because she had filed a lawsuit  
13 against the companies for wages, none of the officers should communicate with Mrs. Maguire  
14 any further.

15           36.     Defendant Rountree emailed Mrs. Maguire indicating that Defendants were  
16 unaware of any work she had started.

17           37.     Eventually, Defendants stopped responding to Mrs. Maguire's communications  
18 altogether.

19           38.     Mrs. Maguire attempted to continue performing her job, but having been  
20 stonewalled from ESSI's and Ga-Du's entire executive team, and having been removed from her  
21 Seattle office, Mrs. Maguire felt she had no alternative but to resign.

22           39.     On December 12, 2018, Mrs. Maguire provided Defendants her notice of intent to  
23 resign.

**IV. FIRST CAUSE OF ACTION  
VIOLATION OF THE FLSA**

40. Mrs. Maguire realleges paragraphs 1 through 39 as though fully restated herein.

41. Between June 2017 and December 2018, Defendants ESSI, Ga-Du, Michael Rountree, L. John Lewis, Don Taylor, Jeffery Taylor, and John Doe, #1-5, were employers of Mrs. Maguire under the FLSA.

42. Defendants agreed in June 2017 to pay Mrs. Maguire \$120,000 a year for her employment as Ga-Du's Vice President of Business Development.

43. Defendants failed to pay Mrs. Maguire her wages for her work as an employee.

44. Defendants showed reckless disregard for the fact that their failure to pay Mrs. Maguire was in violation of the law.

45. Mrs. Maguire has been damaged as a result in an amount to be proven at trial and is also entitled to attorneys' fees and liquidated damages under the law.

**V. SECOND CAUSE OF ACTION  
VIOLATION OF WASHINGTON MINIMUM WAGE AND WAGE REBATE ACTS**

46. Mrs. Maguire realleges paragraphs 1 through 45 as though fully restated herein.

47. Between June 2017 and December 2018, Mrs. Maguire was employed by ESSI and Ga-Du, as defined under RCW chapter 49.46 (the Washington Minimum Wage Act or "MWA") and RCW chapter 49.52 (Washington's Wage Rebate Act).

48. Defendants agreed in June 2017 to pay Mrs. Maguire \$120,000 a year for her employment as Ga-Du's Vice President of Business Development.

49. Defendants violated RCW 49.46.020 by failing to pay Mrs. Maguire any wages for her work as Ga-Du's Vice President of Business Development between June 2017 and December 2018.

1           50. Defendants violated RCW 49.46.030 by failing to pay Mrs. Maguire all her wages  
2 due at the time of her separation in December 2018.

3           51. Defendants Michael Rountree, L. John Lewis, Don Taylor, Jeffery Taylor, and  
4 John Doe, #1-5 were officers, and/or agents of ESSI and/or Ga-Du and individually participated  
5 in the decision to withhold Mrs. Maguire's wages.  
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7           52. Defendants' violations of RCW chapters 49.46 and 49.52 were willful and made  
8 with the intent to deprive Mrs. Maguire of wages and thus give rise to exemplary damages under  
9 RCW 49.52.050 and RCW 49.52.070.

10           53. Mrs. Maguire has been damaged as a result in an amount to be proven at trial and  
11 is also entitled to attorneys' fees and exemplary damages under the law.  
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13                           **VI. THIRD CAUSE OF ACTION**  
14                           **UNLAWFUL RETALIATION**

15           54. Mrs. Maguire realleges paragraphs 1 through 53 as though fully restated herein.

16           55. Mrs. Maguire attempted to exercise her rights under the FLSA and Washington's  
17 Minimum Wage and Wage Rebate Acts in August 2018, by advising ESSI and Ga-Du of her  
18 intention to bring a claim to recover the withheld wages.

19           56. Defendant Lewis retaliated against Mrs. Maguire by attempting to intimidate Mrs.  
20 Maguire with \$500,000 of legally and factually specious "counterclaims," in violation of Section  
21 15(a)(3) of the FLSA and RCW 51.48.025.

22           57. Additionally, Defendants further retaliated against Mrs. Maguire after she filed this  
23 subject lawsuit by ejecting Mrs. Maguire from her Seattle office and purposefully stonewalling  
24 her work, with the purpose of pressuring Mrs. Maguire to resign.  
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1           58.     As a result of Defendants' retaliatory conduct, Mrs. Maguire was forced to resign  
2 and was constructively discharged from her job.

3           59.     As a result of Defendant Lewis's unlawful conduct, Mrs. Maguire has been  
4 damaged in an amount to be proven at trial.

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6                   **VII.   FOURTH CAUSE OF ACTION**  
7                   **BREACH OF CONTRACT**

8           60.     Mrs. Maguire realleges paragraphs 1 through 59 as though fully restated herein.

9           61.     Mrs. Maguire executed an enforceable employment agreement with Ga-Du and its  
10 parent company, ESSI, in June 2017.

11           62.     Under the agreement, Ga-Du and ESSI promised to pay Mrs. Maguire an annual  
12 salary of \$120,000 in exchange for her employment as Ga-Du's Vice President of Business  
13 Development.

14           63.     Ga-Du and ESSI's actions amount to a breach of contract.

15           64.     Mrs. Maguire has been damaged in an amount to be proven at trial.

16                   **VIII.   FIFTH CAUSE OF ACTION**  
17                   **IN THE ALTERNATIVE – UNJUST ENRICHMENT**

18           65.     Mrs. Maguire realleges paragraphs 1 through 64 as though fully restated herein.

19           66.     Should the Court deny Mrs. Maguire's other claims for withheld wages and  
20 compensation, she is entitled to relief for unjust enrichment/quantum meruit against Defendants  
21 ESSI and Ga-Du.

22           67.     ESSI and Ga-Du received a benefit.

23           68.     ESSI and Ga-Du received the benefit at Mrs. Maguire's expense.

24           69.     The circumstances make it unjust for Defendants ESSI and Ga-Du to retain the  
25 benefit without payment.  
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1           70.     Mrs. Maguire has been damaged as a result of ESSI and Ga-Du's receipt of the  
2 benefit of her work without compensation in an amount to be proven at trial.

3                                   **IX.     SIXTH CAUSE OF ACTION**  
4                                   **FRAUDULENT INDUCEMENT**

5           71.     Mrs. Maguire realleges paragraphs 1 through 70 as though fully restated herein.

6           72.     Defendants knowingly misrepresented and concealed material facts from Plaintiff  
7 regarding their intention to indefinitely withhold Mrs. Maguire's wages, despite their obligations  
8 under the Employment Agreement to pay Mrs. Maguire an annual salary.

9           73.     Plaintiff had the right to rely on and justifiably relied upon Defendants' statements  
10 that she would earn a steady annual salary as part of ESSI's acquisition of Ga-Du and as a part of  
11 her Employment Agreement.  
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13           74.     But for Defendants' false statements, Plaintiff would have rejected ESSI's  
14 proposed acquisition of Ga-Du and the Employment Agreement offered to her.

15           75.     As a direct and proximate result of Defendants' false statements, and in justifiable  
16 reliance upon Defendants' false statements, Mrs. Maguire has been damaged in an amount to be  
17 proven at trial.  
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19                                   **X.     PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff Wendy Maguire prays for relief against Defendants as follows:

21           1.     Enter judgment in favor of Mrs. Maguire, and against Defendants, in an amount to  
22 be proven at trial or other hearing;  
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24           2.     Enter an Order that Defendants' conduct in failing to pay Mrs. Maguire was  
25 willful;

26           3.     Award her reasonable attorneys' fees and expenses of litigation;

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**Certificate of Service**

I, Kelsey M. Doyle, certify under penalty of perjury of the laws of the State of Washington that on November 4, 2019, I electronically filed this document entitled Plaintiff's First Amended Complaint using the CM/ECF system which will send notification of such filing to all attorneys of record.

DATED this 4<sup>th</sup> day of November, 2019, at Seattle, Washington.

s/Kelsey M. Doyle

Kelsey M. Doyle, Paralegal  
CAIRNCROSS & HEMPELMANN, P.S.  
524 Second Avenue, Suite 500  
Seattle, WA 98104-2323  
Telephone: (206) 254-4483  
Facsimile: (206) 587-2308  
E-mail: KDoyle@Cairncross.com